

THE CINCINNATI INSURANCE COMPANY

Release of Mechanic's Lien Bond

Bond No. 1235680

KNOW ALL MEN BY THESE PRESENTS, that we, Glenshaw Distributors, Inc. , as principal, and **THE CINCINNATI INSURANCE COMPANY**, as Surety, are held and firmly bound unto Trump Old Post Office, LLC in the penal sum of Seventy Nine Thousand Seven Hundred and 00/100 Dollars (\$79,700.00), lawful money of the United States, to the payment of which well and truly to be made we hereby bind ourselves and our heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.


WHEREAS, on the 9th day of November, 2016, A & D Construction of Virginia, LLC, filed a Notice of Mechanics Lien for the sum of Seventy Nine Thousand Seven Hundred and 00/100 Dollars (\$79,700.00) in the District of Columbia Office of Tax and Revenue Recorder of Deeds, against Trump Old Post Office, LLC for a job described as Trump Old Post Office, LLC .

Whereas, said notice of Mechanics Lien purports to have been made and filed as prescribed in the Lien Law of the District of Columbia, wherein such lienor claims a lien against the above described property for and on account of labor and/or materials furnished to said Principal, which labor and/or materials were furnished for the construction or improvement of such property.


NOW, THEREFORE, the condition of this obligation is such that, if the said Principal shall pay to said Lienor such costs and judgements as the Court may determine his is legally entitled to recover, then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DELIVERED THIS 9th day of December, 2016.

Principal: Glenshaw Distributors, Inc.

By: 
(Principal/Title)

Surety: THE CINCINNATI INSURANCE COMPANY

By: 
Patti K. Lindsey, Attorney-in-Fact

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

(b) (6)

of Pittsburgh, Pennsylvania

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to
Fifty Million and No/100 Dollars (\$50,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of October, 2015.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

(b) (6)

Vice President

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



(b) (6)

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 9th day of December, 2016

(b) (6)

Secretary



BN-1005 (10/15)

THE CINCINNATI INSURANCE COMPANY

Release of Mechanic's Lien Bond

Bond No. 1235680

KNOW ALL MEN BY THESE PRESENTS, that we, Glenshaw Distributors, Inc. , as principal, and **THE CINCINNATI INSURANCE COMPANY**, as Surety, are held and firmly bound unto Trump Old Post Office, LLC in the penal sum of Seventy Nine Thousand Seven Hundred and 00/100 Dollars (\$79,700.00), lawful money of the United States, to the payment of which well and truly to be made we hereby bind ourselves and our heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, on the 9th day of November, 2016, A & D Construction of Virginia, LLC, filed a Notice of Mechanics Lien for the sum of Seventy Nine Thousand Seven Hundred and 00/100 Dollars (\$79,700.00) in the District of Columbia Office of Tax and Revenue Recorder of Deeds, against Trump Old Post Office, LLC for a job described as Trump Old Post Office, LLC .

Whereas, said notice of Mechanics Lien purports to have been made and filed as prescribed in the Lien Law of the District of Columbia, wherein such lienor claims a lien against the above described property for and on account of labor and/or materials furnished to said Principal, which labor and/or materials were furnished for the construction or improvement of such property.

NOW, THEREFORE, the condition of this obligation is such that, if the said Principal shall pay to said Lienor such costs and judgements as the Court may determine his is legally entitled to recover, then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DELIVERED THIS 9th day of December, 2016.

Principal: Glenshaw Distributors, Inc.

By: _____
(Principal/Title)

Surety: THE CINCINNATI INSURANCE COMPANY

By: _____

Patti K. Lindsey, Attorney-in-Fact

Trump Old Post Office LLC

725 Fifth Avenue
New York, New York 10022

February 21, 2017

VIA FEDEX

United States General Services Administration
Portfolio Management - Suite 7600
7th & D Streets, S.W.
Room 7660
Washington, D.C. 20407
Attn: Kevin Terry

Reno & Cavanaugh PLLC
455 Massachusetts Avenue, NW, Suite 400
Washington, DC 20001
Attn: Barbara Wachter Needle, Esq.

United States General Services Administration
Office of Regional Counsel, Suite 7048
7th & D Streets, S.W.
Washington, D.D. 20407
Attn: Regional Counsel

Re: Ground Lease, dated as of August 5, 2013 (the "Ground Lease"), by and between The United States of America, as Landlord, and Trump Old Post Office LLC, as Tenant

Ladies and Gentlemen,

Please be advised that (i) the mechanic's lien in the amount of \$79,700.00 filed on behalf of A&D Construction of Virginia LLC, a subcontractor of Glenshaw Corporation, and (ii) the mechanic's lien in the amount of \$250,313.00 filed on behalf of M.C. Dean, Inc., a subcontractor of Lend Lease (US) Construction, Inc., have been released (please see copies of the releases attached hereto). In addition, a mechanic's lien was never filed on behalf of Assa Abloy Entrance Systems (NC), and because such matter has been settled, no further action is required. Thank you.

Sincerely,

(b) (6)

Adam L. Rosen

☆☆☆

Government of the
District of Columbia
Office of Tax
and Revenue
Recorder of Deeds
1101 4th Street, SW
Washington, DC 20024
Phone (202)727-5374

Return to:

(b) (6) Esquire
800 Jefferson Plaza, Suite 308
Rockville, MD 20852
(301) 762-0402

RELEASE OF MECHANIC'S LIEN

On this 3rd day of February, 2017, Notice is given that

A&D Construction of Virginia, LLC under a certain Notice of
(Claimant)

Mechanic's Lien recorded in the Office of the Recorder of Deeds against

Trump Old Post Office, LLC (Tenant via Memorandum of Lease 8/5/13) on the 14th day of
(Owner of Record or his Designated Agent)

November, 2018 as Instrument # 2016117375, does

hereby release the said Mechanic's Lien against the interest of the current owner of
the said property located at:

323		802						
Square	Suffix	Lot	Square	Suffix	Lot	Square	Suffix	Lot

1100 Pennsylvania Avenue, NW, Washington, DC 20004

(Street Address)

02/03/2017

(Date)

(b) (6)

(Signature of Claimant or his Designated Agent)

I, (b) (6), a Notary Public in and
for the State of Maryland, do hereby certify that

(b) (6) Attorney part y to this

Release of Mechanic's Lien bearing date on the 3rd day of February,

2017 personally appeared before me and executed the said Release of Mechanic's

Lien and acknowledged the same to be his act and deed.

Given under my hand and seal this 3rd day of February, 2017.

(b) (6)

My Commission Expires:

(b) (6)

Notary Public-Maryland
Montgomery County
My Commission Expires
November 19, 2017



Government of the
District of Columbia
Office of Tax
and Revenue
Recorder of Deeds
1101 4th Street, SW
Washington, DC 20024
Phone (202)727-5374

\$25.00
\$6.50

RECORDING FEES
SURCHARGE



2017018582-1

Doc #: 2017018582 Fees: \$31.50
02/16/2017 02:15 PM Pages: 1
Filed and Recorded in Official Records of
WASH DC RECORDER OF DEEDS IDA WILLIAMS

RELEASE OF MECHANIC'S LIEN

On this 15 day of February, 2017, Notice is given that

M.C. Dean, Inc. under a certain Notice of
(Claimant)

Mechanic's Lien recorded in the Office of the Recorder of Deeds against

Trump Old Post Office, LLC on the 7 day of
(Owner of Record or his Designated Agent)

February, 2017 as Instrument # 2017014810, does

hereby release the said Mechanic's Lien against the interest of the current owner of
the said property located at:

808, 809, 812, 7000, 7001, and 7002
802 and 804
323 324
Square Suffix Lot(s) Square Suffix Lot(s) Square Suffix Lot(s)

1100 Pennsylvania Avenue, N.W., Washington, D.C. 20004
(Street Address)

02/15/2017
(Date)

(b) (6)

(Signature of Claimant or his Designated Agent)

(b) (6), a Notary Public in and
for the Commonwealth of Virginia, do hereby certify that

 part y to this

Release of Mechanic's Lien bearing date on the 15 day of February,
2017 personally appeared before me and executed the said Release of Mechanic's
Lien and acknowledged the same to be his act and deed.

Given under my hand and seal this 15 day of February, 2017.

(b) (6)

(b) (6)



My Commission Expires:

11/30/17
mmddyyyy

Ⓟ

Trump Old Post Office LLC

725 Fifth Avenue
New York, New York 10022

January 23, 2017

VIA FEDEX

United States General Services Administration
Portfolio Management - Suite 7600
7th & D Streets, S.W.
Room 7660
Washington, D.C. 20407
Attn: Kevin Terry

Reno & Cavanaugh PLLC
455 Massachusetts Avenue, NW, Suite 400
Washington, DC 20001
Attn: Barbara Wachter Needle, Esq.

United States General Services Administration
Office of Regional Counsel, Suite 7048
7th & D Streets, S.W.
Washington, D.D. 20407
Attn: Regional Counsel

Re: Ground Lease, dated as of August 5, 2013 (the "Ground Lease"), by and between The United States of America, as Landlord, and Trump Old Post Office LLC, as Tenant¹

Ladies and Gentlemen,

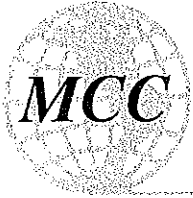
Pursuant to Section 10.1 of the Ground Lease, please be advised that on Friday, January 20, 2017, Tenant was notified that a mechanic's lien in the amount of \$129,044.87 was filed on behalf of Assa Abloy Entrance Systems (NC) ("Assa"), a subcontractor of Alliance Glazing Technologies, Inc. ("Alliance"). Our construction manager has advised us that Alliance has since settled such payment with Assa, and the parties are working together to release this lien. We will keep you apprised of the situation. Thank you.

Sincerely,

(b) (6)

Adam L. Rosen

¹ Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Ground Lease.



LienMaster®

Consultants to the Construction Industry

23240 Chagrin Blvd., Suite 410
Cleveland, Ohio 44122
Tel: (216) 464-6700
Fax: (216) 464-3840
www.lienmaster.com

January 5, 2017

VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED

FROM: ASSA ABLOY ENTRANCE SYSTEMS (NC)
1900 Airport Road
Monroe NC 28110

**TO: THE UNITED STATES OF AMERICA ACTING BY &
THROUGH THE ADMINISTRATOR OF GENERAL SERVICES**
Att: Mary Gibert, NCR/PBS Commissioner-Portfolio Management
7th & D Streets NW 7600
Washington DC 20407

91 7199 9991 7035 0815 4281

TO: NATIONAL REGISTERED AGENTS INC
Agent for TRUMP OLD POST OFFICE LLC
1015 15th Street NW 1000
Washington DC 20005

91 7199 9991 7035 0815 4298

TO: TRUMP OLD POST OFFICE LLC
c/o THE TRUMP ORGANIZATION
Attn: Donald J Trump
725 Fifth Ave 26th FL
New York NY 10022

91 7199 9991 7035 0815 4304

TO: DEUTSCHE BANK TRUST COMPANY AMERICAS
345 Park Avenue 147th FL
New York NY 10154

91 7199 9991 7035 0815 4311

TO: LEND LEASE (US) CONSTRUCTION INC
One Preserve Pkwy 700
Rockville MD 20852

91 7199 9991 7035 0815 4328

TO: ALLIANCE GLAZING TECHNOLOGIES
646 Forestwood Drive C
Romeoville IL 60446

91 7199 9991 7035 0815 4335

RE: MECHANIC'S LIEN
Claimant: ASSA ABLOY ENTRANCE SYSTEMS (NC)
Debtor: ALLIANCE GLAZING TECHNOLOGIES
Project: Trump Hotel (DC)
Amt Due: \$129,044.87

Ladies/Gentlemen:

Pursuant to the District of Columbia Mechanic's Lien Statute, you are hereby served Notice that the above creditor/claimant has filed a Mechanic's Lien on the above project for the amount shown above. Claimant furnished materials and/or labor under an agreement with the debtor for improvement / construction of this project and, despite demands for payment, has not yet been paid the balance due. We request you see to it that the claimant is paid. Should you have any questions, we suggest you contact either the claimant or the undersigned. Thank you.

Sincerely,

(b) (6)

Michael C. Brown, Esq.
Attorney/Authorized Agent

MCB:jh / Encl. 565763

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF FINANCE AND REVENUE

RECORDER OF DEEDS
202 / 727-5374

515 D ST., N. W.
WASHINGTON, D. C. 20001

NOTICE OF MECHANIC'S LIEN

FROM: **ASSA ABLOY ENTRANCE SYSTEMS (NC)**
1900 Airport Road
Monroe NC 28110

TO: **THE UNITED STATES OF AMERICA ACTING BY &
THROUGH THE ADMINISTRATOR OF GENERAL SERVICES**
Att: Mary Gibert, NCR/PBS Commissioner-Portfolio Management
7th & D Streets NW 7600
Washington DC 20407 91 7199 9991 7035 0815 4281

TO: **NATIONAL REGISTERED AGENTS INC**
Agent for TRUMP OLD POST OFFICE LLC
1015 15th Street NW 1000
Washington DC 20005 91 7199 9991 7035 0815 4298

TO: **TRUMP OLD POST OFFICE LLC**
c/o THE TRUMP ORGANIZATION
Attn: Donald J Trump
725 Fifth Ave 26th FL
New York NY 10022 91 7199 9991 7035 0815 4304

TO: **DEUTSCHE BANK TRUST COMPANY AMERICAS**
345 Park Avenue 147th FL
New York NY 10154 91 7199 9991 7035 0815 4311

TO: **LEND LEASE (US) CONSTRUCTION INC**
One Preserve Pkwy 700
Rockville MD 20852 91 7199 9991 7035 0815 4328

TO: **ALLIANCE GLAZING TECHNOLOGIES**
646 Forestwood Drive C
Romeoville IL 60446 91 7199 9991 7035 0815 4335

On this 5 January, 2017, Notice is hereby given that Claimant indicated above intends to hold a Mechanic's Lien against the interest of the current owner of record (**THE UNITED STATES OF AMERICA ACTING BY & THROUGH THE ADMINISTRATOR OF GENERAL SERVICES**) and the current lessee (**TRUMP OLD POST OFFICE LLC c/o THE TRUMP ORGANIZATION**) of property located at:

**Trump International Hotel, 1100 Pennsylvania Avenue NW
City of Washington, District of Columbia
SQUARE 323 LOT 802**

situated in the District of Columbia, for the sum of \$129,044.87 (including interest). Said sum of \$129,044.87 was due for materials and/or labor first furnishing on February 19, 2016, and last furnished on September 28, 2016 pursuant to a contract by **ASSA ABLOY ENTRANCE SYSTEMS (NC)**, (party of the first part), and **ALLIANCE GLAZING TECHNOLOGIES**, (party of the second part), for labor and materials furnished for the construction / repair of said building or on said premises.

NOTICE OF MECHANIC'S LIEN -- Continued

I, **Michael C. Brown** hereby affirm under penalty of law, that the above statements and representations are correct and true to the best of my information, knowledge and belief.

ASSA ABLOY ENTRANCE SYSTEMS (NC)

Date: 5 January, 2017

By:

(b) (6)

(b) (6)

Authorized Agent

23240 Chagrin Blvd 410
Cleveland, OH 44122
216 / 464-6700

I hereby certify that on **5 January 2017**, a copy of this Notice was served on the present owner or agent of the present owner of the above-described property by certified mail, return receipt requested. I further testify that this Notice is being filed during the construction or within three (3) months after the completion of such building, improvement, repairs, addition or the placing of anything so as to become a fixture thereof pursuant to Title 38-102 of the D. C. Code. I further certify that I understand that I must commence suit to enforce this Lien within one (1) year from the date of filing:

Date: 5 January 2017

By:

(b) (6)

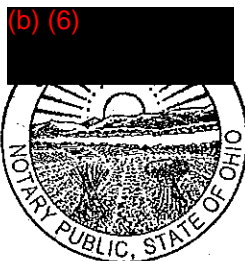
(b) (6)

Authorized Agent

STATE OF OHIO
COUNTY OF CUYAHOGA

I, a Notary Public in and for the State of Ohio, do hereby certify that (b) (6), party to this Mechanic's Lien bearing date on **5 January 2017**, personally appeared before me and executed the said Mechanic's Lien and acknowledged the same to be his act and deed.

Given under my hand and seal this 5 January 2017.



(b) (6)

NOTARY PUBLIC
STATE OF OHIO

My Comm. Exp.
October 1, 2017

(b) (6)

Notary Public

565763

This instrument prepared by:

(b) (6), MCC, 23240 Chagrin Blvd 410, Cleveland, OH 44122, 216/464-6700

EXHIBIT A

RE: Notice of Mechanic's Lien relating to the property located at 1100 Pennsylvania Avenue NW
District of Columbia

The work performed and materials furnished by **ASSA ABLOY ENTRANCE SYSTEMS (NC)** on the property located at the above-described address (the property is more particularly described in the Notice of Mechanic's Lien attached thereto) commenced on **February 19, 2016**, and was last performed on **September 28, 2016**. The work is as follows:

door entrance systems

MCC

LienMaster®

Consultants to the Construction Industry

23240 Chagrin Blvd., Suite 410

Cleveland, Ohio 44122

Tel: (216) 464-6700

Fax: (216) 464-3840

www.lienmaster.com

INTENT TO LIEN / UNJUST ENRICHMENT CLAIM

January 5, 2017 **VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED**

FROM: ASSA ABLOY ENTRANCE SYSTEMS (NC)
1900 Airport Road
Monroe NC 28110
Attn: Micherra Marshall, Credit Manager
Tel: 704/290-5520 Fax: 704-290-0916

**TO: THE UNITED STATES OF AMERICA ACTING BY &
THROUGH THE ADMINISTRATOR OF GENERAL SERVICES**
Att: Mary Gibert, NCR/PBS Commissioner-Portfolio Management
7th & D Streets NW 7600
Washington DC 20407 91 7199 9991 7035 0815 4281

TO: NATIONAL REGISTERED AGENTS INC
Agent for TRUMP OLD POST OFFICE LLC
1015 15th Street NW 1000
Washington DC 20005 91 7199 9991 7035 0815 4298

TO: TRUMP OLD POST OFFICE LLC
c/o THE TRUMP ORGANIZATION
Attn: Donald J Trump
725 Fifth Ave 26th FL
New York NY 10022 91 7199 9991 7035 0815 4304

TO: DEUTSCHE BANK TRUST COMPANY AMERICAS
345 Park Avenue 147th FL
New York NY 10154 91 7199 9991 7035 0815 4311

TO: LEND LEASE (US) CONSTRUCTION INC
One Preserve Pkwy 700
Rockville MD 20852 91 7199 9991 7035 0815 4328

TO: ALLIANCE GLAZING TECHNOLOGIES
646 Forestwood Drive C
Romeoville IL 60446 91 7199 9991 7035 0815 4335

Ladies/Gentlemen:

In accordance with the laws governing Mechanic's Liens in the District of Columbia, you are hereby given Notice that **ASSA ABLOY ENTRANCE SYSTEMS (NC)** has furnished materials and/or labor (**door entrance systems**) at the request of **ALLIANCE GLAZING TECHNOLOGIES** for use in the improvement / construction of the following described real property:

**Trump International Hotel, 1100 Pennsylvania Avenue NW
City of Washington, District of Columbia
SQUARE 323 LOT 802**

INTENT TO LIEN / UNJUST ENRICHMENT CLAIM -- Continued

The outstanding balance for said furnishing is **\$129,044.87**.

Should the above balance remain past due, **ASSA ABLOY ENTRANCE SYSTEMS (NC)** hereby reserves the right to file a Mechanic's Lien, Bond Claim, or Unjust Enrichment Action regarding the above-described real property and to hold the owner and/or contractor liable.

Please see to it that this matter is taken care of as soon as possible.

Sincerely,
ASSA ABLOY ENTRANCE SYSTEMS (NC)

Date: January 5, 2017

By:

(b) (6)

(b) (6)

Authorized Agent

SWORN STATEMENT OF ACCOUNT

Acting in the capacity of Authorized Agent for **ASSA ABLOY ENTRANCE SYSTEMS (NC)**, I, Michael C. Brown, make this Affidavit and on oath state that to the best of my knowledge and belief **ASSA ABLOY ENTRANCE SYSTEMS (NC)** is due the amount of **\$129,044.87** for materials and/or labor furnished to **ALLIANCE GLAZING TECHNOLOGIES** in connection with the project known as **Trump International Hotel, 1100 Pennsylvania Avenue NW, City of Washington, District of Columbia, SQUARE 323 LOT 802** and that said amount is just and correct, and that all just and lawful offsets, payments, and credits known to me have been allowed.

By:

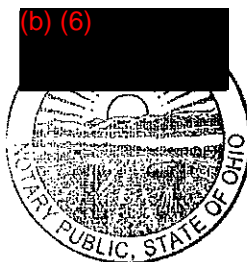
(b) (6)

(b) (6)

Authorized Agent

STATE OF OHIO
COUNTY OF CUYAHOGA

SWORN TO AND SUBSCRIBED before me by the said (b) (6) this **5 January, 2017**, to certify which witness my hand and seal of office.



(b) (6)

NOTARY PUBLIC
STATE OF OHIO
My Comm. Exp.
October 1, 2017

(b) (6)

Notary Public

565763

Trump Old Post Office LLC

725 Fifth Avenue
New York, New York 10022

January 18, 2017

VIA FEDEX

United States General Services Administration
Portfolio Management - Suite 7600
7th & D Streets, S.W.
Room 7660
Washington, D.C. 20407
Attn: Kevin Terry

Reno & Cavanaugh PLLC
455 Massachusetts Avenue, NW, Suite 400
Washington, DC 20001
Attn: Barbara Wachter Needle, Esq.

United States General Services Administration
Office of Regional Counsel, Suite 7048
7th & D Streets, S.W.
Washington, D.D. 20407
Attn: Regional Counsel

Re: Ground Lease, dated as of August 5, 2013 (the "Ground Lease"), by and between The United States of America, as Landlord, and Trump Old Post Office LLC, as Tenant

Ladies and Gentlemen,

Please be advised that the mechanic's lien in the amount of \$2,982,821.00 filed on behalf of Joseph J. Magnolia, Inc. has been bonded, and the lien has been released. Attached please find a copy of (i) the Consent Petition to File Mechanic's Lien Undertaking to Release Mechanic's Lien and (ii) the Order. Thank you.

Sincerely,

(b) (6)

(b) (6)

**IN THE SUPERIOR COURT
FOR THE DISTRICT OF COLUMBIA
Civil Division**

TRUMP OLD POST OFFICE, LLC
725 Fifth Ave., 26th Floor
New York, New York 10022,

Petitioner,

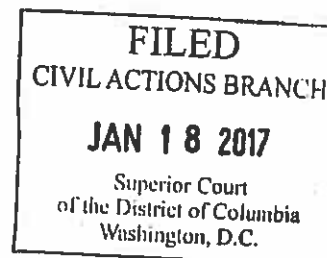
v.

JOSEPH J. MAGNOLIA, INC.
600 Gallatin Street, NE
Washington, D.C. 20017,

Respondent.

Civil Case No. **17-0000309**

ACTION INVOLVING REAL
PROPERTY



**CONSENT PETITION TO FILE MECHANIC'S LIEN UNDERTAKING
TO RELEASE MECHANIC'S LIEN**

Petitioner, Trump Old Post Office, LLC ("Petitioner"), and Respondent, Joseph J. Magnolia, Inc. ("Respondent"), by counsel, respectfully petition the Court for leave to file a Mechanic's Lien Undertaking to release a mechanic's lien filed by Respondent, and in support state as follows:

1. Petitioner is a limited liability company licensed to do business in the District of Columbia. Petitioner is the ground lessee of the real property located at 1100 Pennsylvania Ave., NW, Washington, DC 20004 ("Project"), which property is the subject of this Petition.
2. Respondent is a construction company organized and existing under the laws of the District of Columbia with an office located at 600 Gallatin Street, NE, Washington, DC 20017. Respondent was a subcontractor on the Project.
3. On or about December 21, 2016, Respondent filed with the District of Columbia Recorder of Deeds a Notice of Mechanic's Lien (Document # 2016133190) in the amount of



\$2,982,821.00 against the real property (the "Property") that comprises the Project (the "Lien").

A true and accurate copy of the Lien is attached hereto as **Exhibit A**.

4. On or about January 17, 2017, Petitioner secured a surety bond from Fidelity and Deposit Company of Maryland (the "Surety") in the amount of \$2,982,821.00 (the "Mechanic's Lien Undertaking") (Bond No. 09211770) for the purpose of releasing the Property from the Lien. The original Mechanic's Lien Undertaking is attached hereto as **Exhibit B**.

5. The amount of the Mechanic's Lien Undertaking was agreed to by both Petitioner and Respondent, and the Parties believe that the amount of the Mechanics' Lien Undertaking is sufficient to satisfy any final judgment that may be entered by this Court.

6. The Mechanic's Lien Undertaking is subject to a final judgment by this Court adjudicating that the Lien is valid and determining the amount for which the Lien would have been enforced against the Property. Such determination to be rendered by the Court following a final hearing on the merits of the Lien.

7. Respondent's consents to the filing of the proposed Mechanic's Lien Undertaking as evidenced by its attorney's endorsement below.

WHEREFORE, Petitioner and Respondent respectfully request that the Court enter an Order: (1) granting this request to file the Mechanic's Lien Undertaking with the Court, to be

held under control of the Court and to be subject to a final determination of the Court adjudicating the merits of the Lien; and (2) releasing the Property from the Lien.

DATED: January 18, 2017

Respectfully Submitted,

(b) (6) / LLP

By (b) (6)
(b) (6) (DC Bar No. 1018545)
975 F Street, NW
Washington, DC 20004
(202) 463-2400 (telephone)
(202) 828-5393 (facsimile)

Attorneys for Petitioner,
TRUMP OLD POST OFFICE, LLC

SEEN AND AGREED:

(b) (6)

(b) (6)
Hillman, Brown & Darrow, P.A.
221 Duke of Gloucester Street
Annapolis, Maryland 21401
(410) 263-3131 (telephone)
(410) 269-7912 (facsimile)

Attorneys for Respondent,
JOSEPH J. MAGNOLIA, INC.

CERTIFICATE OF SERVICE

I hereby certify that this 18th day of January, 2017, a copy of the foregoing Consent Petition to File a Mechanic's Lien Undertaking to Release Mechanic's Lien and proposed Order was served upon the following by Email and United States Mail, postage prepaid:

(b) (6) Esq.
Hillman, Brown & Darrow, P.A.
221 Duke of Gloucester Street
Annapolis, Maryland 21401
(410) 263-3131 (telephone)
(410) 269-7912 (facsimile)

(b) (6)

(b) (6)

NATIONAL REGISTERED AGENTS, INC

SERVICE OF PROCESS SUMMARY TRANSMITTAL FORM

To: (b) (6) ESQ.
THE TRUMP ORGANIZATION
725 FIFTH AVE.
26TH FLOOR
NEW YORK, NY 10022

SOP Transmittal # 530397218

800-592-9023 - Telephone

Entity Served: TRUMP OLD POST OFFICE LLC (Domestic State: DELAWARE)

Enclosed herewith are legal documents received on behalf of the above captioned entity by National Registered Agents, Inc or its Affiliate in the State of DELAWARE on this 27 day of December, 2016. The following is a summary of the document(s) received:

1. Title of Action: RE: Joseph J Magnolia, Inc. // To: TRUMP OLD POST OFFICE LLC
2. Document(s) Served: MECHANICS LIEN
Other: Letter/Notice(s)/Attachment(s)
3. Court of Jurisdiction/Case Number: None Specified
Case # None Specified
4. Amount Claimed, if any: \$ 2,982,821.00
5. Method of Service:
☐ Personally served by: ☐ Process Server ☐ Law Enforcement ☐ Deputy Sheriff ☐ U. S Marshall
☒ X_ Delivered Via: ☒ X_ Certified Mail ☐ Regular Mail ☐ Facsimile
☐ Other (Explain):
6. Date of Receipt: 12/27/2016
7. Appearance/Answer Date: None Specified
8. Received From: (b) (6)
Hillman Brown & Darrow PA
221 Duke of Gloucester Street
Annapolis, MD 21404
410-263-3131
9. Carrier Airbill # 1ZY041160191907033
10. Call Made to: Not required
11. Special Comments:
SOP Papers with Transmittal, via UPS Next Day Air

NATIONAL REGISTERED AGENTS, INC

CopiesTo:

Transmitted by (b) (6)

The information contained in this Summary Transmittal Form is provided by National Registered Agents, Inc for informational purposes only and should not be considered a legal opinion. It is the responsibility of the parties receiving this form to review the legal documents forwarded and to take appropriate action.

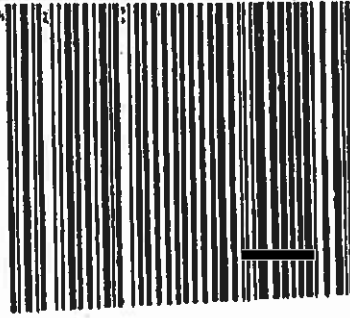
ORIGINAL

HILLMAN BROWN & DARROW, P.A.

ATTORNEYS AT LAW

POST OFFICE BOX 668

ANNAPOLIS, MARYLAND 21404-0668



7016 2070 0001 0229 8148

National Registered Agents, Inc.

160 Greentree Drive

Suite 401

Dover, DE 19904

NAME _____
1ST NOTICE _____
2ND NOTICE _____
RETURN _____



FIRST-CLASS MAIL
\$06.67
ZIP 21401
01101163023

1990457620 0008

HILLMAN, BROWN & DARROW, P.A.

ATTORNEYS AT LAW

NOAH A. HILLMAN (1904-1977)
SAMUEL J. BROWN
MICHAEL P. DARROW
DANIEL J. MELLIN
M. EVELYN SPURGIN
JONATHAN E. PASTERICK
BRIAN D. LYMAN
MARIETTA TIPPY WARREN
CRIGHTON A. CHASE
LAUREN A. TORGGLER
SARAH E. BROWN

POST OFFICE BOX 668
221 DUKE OF GLOUCESTER STREET
ANNAPOLIS MARYLAND 21404-0668
WWW.HBDLAW.COM

410-263-3131
301-858-5500
410-269-5555
FAX 410-269-7912

H. WINSHIP WHEATLEY, III
(of counsel)

December 22, 2016

1733.37/2016597

National Registered Agents, Inc.
RE: Trump Old Post Office, LLC
160 Greentree Drive, Suite 101
Dover, Delaware 19904

RE: Joseph J. Magnolia, Inc.
Trump Hotel HVAC/ Plumbing Contract

Dear National Registered Agents, Inc.,

Please find enclosed a Certified Copy of the Notice of Mechanic's Lien we recorded on behalf of our client, Joseph J. Magnolia, Inc. against Trump Old Post Office, LLC, with the District of Columbia Recorder of Deeds on December 21, 2016. As the Resident Agent for Trump Old Post Office, LLC, please accept this as service pursuant to D.C. Code § 40-301.02. The Notice of Mechanic's Lien was filed regarding the unpaid balance for work done by our client on the Trump Old Post Office project, commencing on September 9, 2014 and concluding on December 21, 2016. Our client intends to hold a Mechanic's Lien against the interest of Trump Old Post Office for the sum of \$2,982,821.00.

A copy of the Notice is also being sent to Trump Old Post Office, LLC; Lend Lease (US) Construction; and United States General Services Administration Portfolio Management. After the start of the New Year, we plan on enforcing the lien and filing a Complaint to Enforce Mechanic's Lien in the Superior Court of the District of Columbia.

Our hope is that Trump Old Post Office will be able to satisfy the lien in a timely manner, and thus we could avoid filing the Complaint and the lengthy litigation that would ensue.

f

Very truly yours,

Hillman, Brown & Darrow, P.A.

(b) (6)

Michael P. Darrow



Government of the
District of Columbia
Office of Tax
and Revenue
Recorder of Deeds
1101 4th Street, SW
Washington, DC 20024
Phone (202) 727-5374

NOTICE OF MECHANIC'S LIEN

Date of Notice: mm/dd/yyyy 12/21/2016

The Project¹ is: ☐ Ongoing / ☒ Completed / ☐ Termination

If the Project has been Completed or Terminated,

please provide date of Completion or Termination: mm/dd/yyyy 12/21/2016

Contractor

Name: Joseph J. Magnolia, Inc.



2016133190-5

and

Contractor's Registered Agent (if applicable)

Name: John D. Magnolia

Contractor's or Contractor's Registered Agent's Mailing Address (please specify which)

600 Gallatin Street, NE

City/State/Zip: Washington, DC 20017

Party Against Whose Interest a Lien Is Claimed (herein "Owner"):

Name: Trump Old Post Office, LLC #GS-LS-11-1307

and

Owner's Registered Agent (if applicable):

Name: National Registered Agents, Inc.

Owner's or Owner's Registered Agent's Mailing Address (please specify which)

Registered Agent: 160 Greentree Drive, Suite 101

City/State/Zip: Dover, DE 19904

¹ Project means any work or materials provided by a contractor for the erection, construction, improvement, repair of, or addition to any real property at the direction of an owner, or an owner's authorized agent, or the placing of any engine, machinery or other thing therein or in connection therewith so as to become a fixture, though capable of being detached. DC Code Section 40-301.03

Approved
12/21/16
Attys (2)

Property: Square 323 Suffix _____ Lot(s) 000 802/200

Address: 1100 Pennsylvania Avenue, NW

Washington, DC 20004

Notice: Notice is hereby given that Contractor indicated above intends to hold a Mechanic's Lien against the interest of the Owner of the Property for the sum of \$2,982,821.00 ("Amount Claimed") after taking into account any credit for payments through the date hereof. This claim is pursuant to a contract for work or materials in the Project:

- ☒ between Owner and the Contractor *(construction manager only was paid lease us)*
☐ between a General Contractor and Contractor which acted as a sub-contractor

Description of the work Done and /or materials Furnished to the Property:

Contractor supplied and/or performed the following (include specific dates of when: 1) work was commenced and completed; and/or 2) materials were furnished, including first and last delivered dates):

Work on the project commenced on 9/9/2014 and was completed on 12/21/16.

Completed all plumbing, mechanical, and HVAC work, along with site sewer, water, storm, and water services. Provided all labor and materials necessary to complete above listed work. Also completed and provided all materials necessary for the HVAC duct work and controls.

Certification: The undersigned hereby certifies:

Contractor is:

- ☐ an individual
☐ organized and existing under the laws of the District of Columbia.
☒ organized and existing under the laws of the State of Maryland
and doing business in the District of Columbia.
☐ organized and existing under the laws of the State of _____
and not doing business in the District of Columbia.

Delivery of a Copy of Notice: A copy of this notice will be served within five (5) business days of recordation upon the Owner or the agent of the Owner of the Property by certified mail to the Owner's current address (or, if not available in the public records, to the last known address). I further certify that if the certified mail is returned as unclaimed or undelivered, a copy of this notice will be posted at or on the affected real property at a location generally visible from some entry point to the real property.

Timing of Notice: This notice is being filed during the construction or within 90 days after the earlier of the completion or termination of the Project. I further certify that I understand that I must commence suit to enforce this lien within 180 days from the date of recordation of this notice and that a notice of lis pendens will need to be recorded timely and pursuant to applicable law.

Verification by Contractor, Contractor's Authorized Representative, or Attorney:

I, John D. Magnolia, hereby affirm under penalty of perjury and upon my personal knowledge that the contents of this notice are true and correct to the best of my information and belief, that Contractor has the right to recover the Amount Claimed, and that I am:

- ☐ the Contractor
☒ an authorized representative of the Contractor and evidence of my authority to execute this notice on behalf of the contractor is appended hereto.
☐ an attorney representing Contractor and evidence of my authority to execute this notice on behalf of the contractor is appended hereto.

Signature: (b) (6)
Printed Name: John D. Magnolia
Address: 600 GALLATIN ST. N.E
City/State/Zipcode: WASHINGTON DC 20017
Telephone: 202-829-8510 - EXT 1549

State of: Maryland
County of: Anne Arundel; ss

This instrument was acknowledged before me on this 21 day of December, 20 16

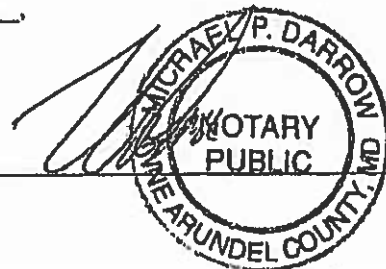
by John D. Magnolia as President of
(Name) (Title)

Joseph J. Magnolia, Inc.
(Name of Contractor)

Notary Public: _____

My commission expires: _____

5/12/2020



Required documents that must be included in this notice:

<p>If Contractor is an entity organized under the laws of the District of Columbia, or is doing business in the District:</p>	<p>Photocopy of current license to do business issued by the D.C. Department of Consumer and Regulatory Affairs</p> <p>Certificate of Good Standing issued within 180 days prior to the date of filing of this notice issued by the D.C. Department of Consumer and Regulatory Affairs.</p> <p>If Project is provided under a home improvement contract, a copy thereof.</p>
<p>If Contractor is an individual or an entity organized under the laws OTHER than the District of Columbia, and is not doing business in the District:</p>	<p>Photocopy of current license to do business in foreign jurisdiction</p> <p>Certificate of Good Standing issued within 180 days prior to the date of filing of this notice issued by the foreign jurisdiction.</p> <p>If Project is provided under a home improvement contract, a copy of thereof.</p>
<p>If Authorized Representative of Contractor or Attorney is filing this Notice</p>	<p>Letter of Authorization from Contractor</p>

After recording, return to:

Hillman Brown and Darrow, P.A.: 221 Duke of Gloucester St Annapolis, MD 21401

Joseph J. Magnolia, Inc.: 600 Gallatin St, NE Washington, DC 20017

CM: Lend Lease (US) Construction, Inc 1 Preserve Pkwy #700 Rockville, MD 20852

Trump Old Post Office, LLC 725 Fifth Avenue New York, NY 10022

National Registered Agents, Inc., 160 Greentree Drive, Suite 101, Dover, DE 19904

Doc #: 2016133190 Fees: \$31.50
 12/21/2016 02:50 PM Pages: 5
 Filed and Recorded in Official Records of
 WASH DC RECORDER OF DEEDS IDA WILLIAMS

RECORDING FEES \$25.00
 SURCHARGE \$6.50

Letter of Authorization

Date: 12/21/2016

To: (b) (6)
(Name of Authorized Representative or Attorney)

I hereby authorize you to execute and file a Notice of Mechanic's Lien in the District of Columbia against Trump Old Post Office, LLC #GS-LS-11-1307 to recover the amount due to us for materials we supplied and/or work we performed.

Joseph J. Magnolia, Inc.

(Name of Contractor)

By: (b) (6)

(Signature)

John D. Magnolia

(Printed Name)

President

(Title)



THIS IS TO CERTIFY THAT THIS IS A TRUE COPY

(b) (6)



Recorder of Deeds, D.C.

DEC 21 2016



Government of the
District of Columbia
Office of Tax
and Revenue
Recorder of Deeds
515 D Street, NW
Washington, DC 20001
Phone (202)727-5374

Bond No. 09211770

MECHANIC'S LIEN UNDERTAKING

Square 323 Suffix Lot 802 Mechanic's Lien # 530397218
Address 1100 Pennsylvania Ave., N.W., Washington, DC 20004
Recording Date 12/21/2016
Amount of Lien \$ 2,982,821.00
Amount of Bond \$ 2,982,821.00

Joseph J. Magnolia, Inc. (Claimant)
vs.
Trump Old Post Office LLC (Owner)

The above named Trump Old Post Office LLC, owner, and

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, surety, all of the District of Columbia, appearing and submitting to the Recorder of Deeds hereby undertake for themselves, and each of their heirs, executors, and administrators, or personal representatives, that they will pay and satisfy any judgment that may be recovered in any suit or proceeding that may be instituted in, or to enforce the above-mentioned Mechanic's Lien together with the costs of said proceeding which judgment they agree may be pronounced against all of them.

Witness our hands and seals this 13th day of January, 2017.

TRUMP OLD POST OFFICE LLC (Seal)

(Seal)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND (Seal)

(b) (6) (Seal)
Cynthia Farrell Attorney-in-Fact

I, , a Notary Public in and for the
TRUMP OLD POST OFFICE LLC, DO HEREBY CERTIFY THAT
party/ies to this Mechanic's Lien Undertaking bearing date on the 13th day of
January, 2017, personally appeared before me and executed the
said Mechanic's Lien Undertaking and acknowledge the same to be his/her/their act
and deed.

Given under my hand and seal this the 13th day of January, 2017.

Notary Public

My commission expires:
mm/dd/yyyy

ACKNOWLEDGEMENT OF SURETY

State of New York

County of New York

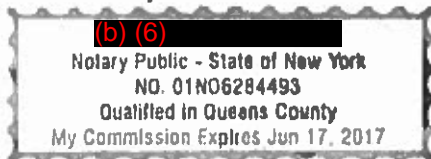
On this 13th day of January in the year 2017 before me personally came to me known, who, being by me duly sworn, did depose and (b) (6) he/she resides in New York, NY that he/she is the Attorney-In-Fact for

Fidelity and Deposit Company of Maryland

the corporation described in and which executed the attached instrument; and that he/she signed his/her name thereto by Order of the Board of Directors of the said Corporation.

(b) (6)

Notary Public



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by (b) (6) Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint (b) (6)

(b) (6) of New York, New York, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 9th day of December, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: (b) (6)

Secretary

(b) (6)

(b) (6)

Vice President

(b) (6)

State of Maryland
County of Baltimore

On this 9th day of December, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

(b) (6)



Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition As Of December 31, 2015

ASSETS

Bonds	\$ 142,878,497
Stocks	22,315,096
Cash and Short Term Investments.....	337,835
Reinsurance Recoverable	24,731,651
Other Accounts Receivable	19,935,844
TOTAL ADMITTED ASSETS	\$ 210,198,923

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 46,436
Ceded Reinsurance Premiums Payable	40,456,309
Securities Lending Collateral Liability	0
TOTAL LIABILITIES	\$ 40,502,745
Capital Stock, Paid Up	\$ 5,000,000
Surplus	164,696,178
Surplus as regards Policyholders.....	169,696,178
TOTAL	\$ 210,198,923

Securities carried at \$57,996,983 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2015 would be \$212,137,795 and surplus as regards policyholders \$171,635,049.

I, (b) (6), Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2015.

(b) (6)

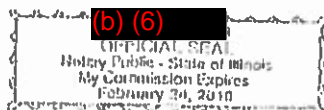
Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2016.

(b) (6)

Notary Public



FILED AND DOCKETED

JAN 18 2017

THE OFFICE OF
JUDGE-IN-CHAMBERS

IN THE SUPERIOR COURT
FOR THE DISTRICT OF COLUMBIA
Civil Division

TRUMP OLD POST OFFICE, LLC
725 Fifth Ave., 26th Floor
New York, New York 10022,

Petitioner,

v.

JOSEPH J. MAGNOLIA, INC.
600 Gallatin Street, NE
Washington, D.C. 20017,

Respondent.

)
) Civil Case No. 17-0000309
)
)

) ACTION INVOLVING REAL
) PROPERTY
)
)
)
)
)
)
)
)
)

ORDER

THIS MATTER came before the Court as a Consent Petition for Mechanic's Lien Undertaking to Release Mechanic's Lien (the "Petition") filed by Trump Old Post Office, LLC ("Petitioner") and Joseph J. Magnolia, Inc. ("Respondent"), pursuant to D.C. Code § 40-303.17, to post a surety bond (the "Mechanic's Lien Undertaking") as security to release a Notice of Mechanic's Lien (the "Lien") filed by Respondent and described in the Consent Petition;

IT APPEARING TO THE COURT that the filing of the foregoing Mechanic's Lien Undertaking is authorized by statute, will act as security in lieu of the Property that is the subject of the Lien, and will not prejudice Respondent as evidenced by counsel's endorsement on the Consent Petition, it is therefore:

ADJUDGED AND ORDERED that Petitioner be and hereby is permitted to file the attached Mechanic's Lien Undertaking in the amount of \$2,982,821.00 as security for Respondent's Notice of Mechanic's Lien filed with the Recorder of Deeds, a copy of which is attached as Exhibit A to the Petition; and it is

FURTHER ORDERED that the attached Mechanic's Lien Undertaking, the original of which is attached as Exhibit B to the Petition, is hereby DEEMED FILED; and it is

FURTHER ORDERED that the Property affected by the Lien shall stand RELEASED from such Lien; and it is

FURTHER ORDERED that the Clerk of the Court shall promptly inform the District of Columbia Recorder of Deeds of the filing of the Mechanic's Lien Undertaking for the purposes of noting such filing among the land records; and it is

FURTHER ORDERED that the Mechanic's Lien Undertaking shall be held under the control of this Court and shall be subject to a final judgment of this Court adjudicating that the Lien is valid and determining the amount for which the Lien would have been enforced against the Property in any suit or action hereafter brought to ascertain the rights of the Respondent; and it is

FURTHER ORDERED that in the event that the amount of the Mechanic's Lien Undertaking is deemed to be insufficient to satisfy a final judgment issued by the Court adjudicating the Lien to be valid and determining the amount for which the Lien is enforceable, including costs and interest, then Petitioner agrees to provide a supplemental bond for such additional amount or pay such additional amount directly to Respondent.

ENTERED this 18 day of January 2017.

(b) (6)

Judge, Superior Court for the District of Columbia

Trump Old Post Office LLC

725 Fifth Avenue
New York, New York 10022

February 13, 2017

VIA FEDEX

United States General Services Administration
Portfolio Management - Suite 7600
7th & D Streets, S.W.
Room 7660
Washington, D.C. 20407
Attn: Kevin Terry

Reno & Cavanaugh PLLC
455 Massachusetts Avenue, NW, Suite 400
Washington, DC 20001
Attn: Barbara Wachter Needle, Esq.

United States General Services Administration
Office of Regional Counsel, Suite 7048
7th & D Streets, S.W.
Washington, D.D. 20407
Attn: Regional Counsel

Re: Ground Lease, dated as of August 5, 2013 (the "Ground Lease"), by and between The United States of America, as Landlord, and Trump Old Post Office LLC, as Tenant¹

Ladies and Gentlemen,

Pursuant to Section 10.1 of the Ground Lease, please be advised that on Monday, February 13, 2017, Tenant was notified that a mechanic's lien in the amount of \$250,313.00 was filed on behalf of M.C. Dean, Inc. ("MCD"), a subcontractor of Lend Lease (US) Construction, Inc. ("Lend Lease"). Lend Lease has advised us that this lien was filed in error due to an internal miscommunication on the part of MCD, as such amount was settled with MCD on January 30, 2017. The parties are working together to release this lien, and we will keep you apprised of the situation. Thank you.

Sincerely,

(b) (6)



Adam L. Rosen

¹ Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Ground Lease.

Trump Old Post Office LLC

725 Fifth Avenue
New York, New York 10022

February 21, 2017

VIA FEDEX

United States General Services Administration
Portfolio Management - Suite 7600
7th & D Streets, S.W.
Room 7660
Washington, D.C. 20407
Attn: Kevin Terry

Reno & Cavanaugh PLLC
455 Massachusetts Avenue, NW, Suite 400
Washington, DC 20001
Attn: Barbara Wachter Needle, Esq.

United States General Services Administration
Office of Regional Counsel, Suite 7048
7th & D Streets, S.W.
Washington, D.D. 20407
Attn: Regional Counsel

Re: Ground Lease, dated as of August 5, 2013 (the "Ground Lease"), by and between The United States of America, as Landlord, and Trump Old Post Office LLC, as Tenant

Ladies and Gentlemen,

Please be advised that (i) the mechanic's lien in the amount of \$79,700.00 filed on behalf of A&D Construction of Virginia LLC, a subcontractor of Glenshaw Corporation, and (ii) the mechanic's lien in the amount of \$250,313.00 filed on behalf of M.C. Dean, Inc., a subcontractor of Lend Lease (US) Construction, Inc., have been released (please see copies of the releases attached hereto). In addition, a mechanic's lien was never filed on behalf of Assa Abloy Entrance Systems (NC), and because such matter has been settled, no further action is required. Thank you.

Sincerely,

(b) (6)

Adam L. Rosen

☆☆☆

Government of the
District of Columbia
Office of Tax
and Revenue
Recorder of Deeds
1101 4th Street, SW
Washington, DC 20024
Phone (202)727-5374

Return to:
(b) (6) Esquire
800 Jefferson Plaza, Suite 308
Rockville, MD 20852
(301) 762-0402

RELEASE OF MECHANIC'S LIEN

On this 3rd day of February, 2017, Notice is given that

A&D Construction of Virginia, LLC under a certain Notice of
(Claimant)

Mechanic's Lien recorded in the Office of the Recorder of Deeds against

Trump Old Post Office, LLC (Tenant via Memorandum of Lease 8/5/13) on the 14th day of
(Owner of Record or his Designated Agent)

November, 2018 as Instrument # 2016117375, does

hereby release the said Mechanic's Lien against the interest of the current owner of
the said property located at:

323		802						
Square	Suffix	Lot	Square	Suffix	Lot	Square	Suffix	Lot

1100 Pennsylvania Avenue, NW, Washington, DC 20004

(Street Address)

02/03/2017

(Date)

(b) (6)

(Signature of Claimant or his Designated Agent)

I, (b) (6), a Notary Public in and
for the State of Maryland, do hereby certify that

(b) (6) Attorney part y to this

Release of Mechanic's Lien bearing date on the 3rd day of February,

2017 personally appeared before me and executed the said Release of Mechanic's

Lien and acknowledged the same to be his act and deed.

Given under my hand and seal this 3rd day of February, 2017.

(b) (6)

My Commission Expires:

(b) (6)

Notary Public-Maryland
Montgomery County
My Commission Expires
November 19, 2017



Government of the
District of Columbia
Office of Tax
and Revenue
Recorder of Deeds
1101 4th Street, SW
Washington, DC 20024
Phone (202)727-5374

\$25.00
\$6.50

RECORDING FEES
SURCHARGE



2017018582-1

Doc #: 2017018582 Fees: \$31.50
02/16/2017 02:15 PM Pages: 1
Filed and Recorded in Official Records of
WASH DC RECORDER OF DEEDS IDA WILLIAMS

RELEASE OF MECHANIC'S LIEN

On this 15 day of February, 2017, Notice is given that

M.C. Dean, Inc. under a certain Notice of
(Claimant)

Mechanic's Lien recorded in the Office of the Recorder of Deeds against

Trump Old Post Office, LLC on the 7 day of
(Owner of Record or his Designated Agent)

February, 2017 as Instrument # 2017014810, does

hereby release the said Mechanic's Lien against the interest of the current owner of
the said property located at:

808, 809, 812, 7000, 7001, and 7002
802 and 804
323 324
Square Suffix Lot(s) Square Suffix Lot(s) Square Suffix Lot(s)

1100 Pennsylvania Avenue, N.W., Washington, D.C. 20004
(Street Address)

02/15/2017
(Date)

(b) (6)

(Signature of Claimant or his Designated Agent)

(b) (6), a Notary Public in and
for the Commonwealth of Virginia, do hereby certify that

(b) (6) part y to this

Release of Mechanic's Lien bearing date on the 15 day of February,
2017 personally appeared before me and executed the said Release of Mechanic's
Lien and acknowledged the same to be his act and deed.

Given under my hand and seal this 15 day of February, 2017.

(b) (6)

(b) (6)



My Commission Expires:

11/30/17
mmddyyyy

Ⓟ

Trump Old Post Office LLC

725 Fifth Avenue
New York, New York 10022

December 30, 2016

VIA FEDEX

United States General Services Administration
Portfolio Management - Suite 7600
7th & D Streets, S.W.
Room 7660
Washington, D.C. 20407
Attn: Kevin Terry

Reno & Cavanaugh PLLC
455 Massachusetts Avenue, NW, Suite 400
Washington, DC 20001
Attn: Barbara Wachter Needle, Esq.

United States General Services Administration
Office of Regional Counsel, Suite 7048
7th & D Streets, S.W.
Washington, D.D. 20407
Attn: Regional Counsel

Re: Ground Lease, dated as of August 5, 2013 (the "Ground Lease"), by and between The United States of America, as Landlord, and Trump Old Post Office LLC, as Tenant¹

Ladies and Gentlemen,

Pursuant to Section 10.1 of the Ground Lease, please be advised that on Tuesday, December 28, 2016, Tenant was notified that a mechanic's lien in the amount of \$2,982,821.00 was filed on behalf of Joseph J. Magnolia, Inc. We are making arrangements to bond the lien and will keep you apprised of the situation. Thank you.

Sincerely,

(b) (6)

Adam L. Rosen

¹ Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Ground Lease.

Trump Old Post Office LLC

725 Fifth Avenue
New York, New York 10022

January 5, 2017

VIA FEDEX

United States General Services Administration
Portfolio Management - Suite 7600
7th & D Streets, S.W.
Room 7660
Washington, D.C. 20407
Attn: Kevin Terry

Reno & Cavanaugh PLLC
455 Massachusetts Avenue, NW, Suite 400
Washington, DC 20001
Attn: Barbara Wachter Needle, Esq.

United States General Services Administration
Office of Regional Counsel, Suite 7048
7th & D Streets, S.W.
Washington, D.D. 20407
Attn: Regional Counsel

Re: Ground Lease, dated as of August 5, 2013 (the "Ground Lease"), by and between The United States of America, as Landlord, and Trump Old Post Office LLC, as Tenant¹

Ladies and Gentlemen,

Pursuant to Section 10.1 of the Ground Lease, please be advised that on Wednesday, January 4, 2017, Tenant was notified that a mechanic's lien in the amount of \$2,075,731.61 was filed on behalf of AES Electrical, Inc. d/b/a Freestate Electrical Construction Company. We are making arrangements to bond the lien and will keep you apprised of the situation. Thank you.

Sincerely,

(b) (6)

Adam L. Rosen

¹ Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Ground Lease.

Trump Old Post Office LLC

725 Fifth Avenue
New York, New York 10022

November 29, 2016

VIA FEDEX

United States General Services Administration
Portfolio Management - Suite 7600
7th & D Streets, S.W.
Room 7660
Washington, D.C. 20407
Attn: Kevin Terry

Reno & Cavanaugh PLLC
455 Massachusetts Avenue, NW, Suite 400
Washington, DC 20001
Attn: Barbara Wachter Needle, Esq.

United States General Services Administration
Office of Regional Counsel, Suite 7048
7th & D Streets, S.W.
Washington, D.D. 20407
Attn: Regional Counsel

Re: Ground Lease, dated as of August 5, 2013 (the "Ground Lease"), by and between The United States of America, as Landlord, and Trump Old Post Office LLC, as Tenant¹

Ladies and Gentlemen,

Pursuant to Section 10.0 of the Ground Lease, please be advised that on Tuesday, November 22, 2016, Tenant was notified that a mechanic's lien in the amount of \$79,700.00 was filed by A&D Construction of Virginia LLC, a subcontractor of Glenshaw Corporation ("**Glenshaw**"). Glenshaw's counsel has advised our construction manager that Glenshaw is making arrangements to bond the lien, as this is a dispute between Glenshaw and its subcontractor and not a result of any action or inaction by Tenant. To date, we remain current on all of our payment obligations to our construction manager. We will keep you apprised of the situation. Thank you.

Sincerely,

(b) (6)

Raymond Flores

¹ Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Ground Lease.

Trump Old Post Office LLC

725 Fifth Avenue
New York, New York 10022

January 30, 2017

VIA FEDEX

United States General Services Administration
Portfolio Management - Suite 7600
7th & D Streets, S.W.
Room 7660
Washington, D.C. 20407
Attn: Kevin Terry

Reno & Cavanaugh PLLC
455 Massachusetts Avenue, NW, Suite 400
Washington, DC 20001
Attn: Barbara Wachter Needle, Esq.

United States General Services Administration
Office of Regional Counsel, Suite 7048
7th & D Streets, S.W.
Washington, D.D. 20407
Attn: Regional Counsel

Re: Ground Lease, dated as of August 5, 2013 (the "Ground Lease"), by and between The United States of America, as Landlord, and Trump Old Post Office LLC, as Tenant

Ladies and Gentlemen,

Please be advised that the mechanic's lien in the amount of \$2,075,731.61 filed on behalf of AES Electrical, Inc. d/b/a Freestate Electrical Construction Company has been bonded, and the lien has been released. Attached please find a copy of (i) the Consent Motion to File Mechanic's Lien Undertaking and to Add Surety as Party and (ii) the Order. Thank you.

Sincerely,

(b) (6)

Adam L. Rosen

AES ELECTRICAL, INC. d/b/a
FREESTATE ELECTRICAL
CONSTRUCTION CO.,

Plaintiff,

v.

TRUMP OLD POST OFFICE LLC

Defendant,

Defendant, Trump Old Post Office, LLC (“Defendant”), by counsel, respectfully moves the Court for leave to file a Mechanic’s Lien Undertaking and to Add Surety as Party to which Plaintiff, AES Electrical, Inc. d/b/a Freestate Electrical Construction Co. (“Plaintiff”) consents, and in support states as follows:

2. Plaintiff is a construction company organized and existing under the laws of the state of Maryland with an office located at 13335 Mid Atlantic Blvd., Laurel, Maryland 20708. Plaintiff is licensed to do business in the District of Columbia and was a subcontractor on the Project.

3. On or about December 22, 2016, Plaintiff filed with the District of Columbia Recorder of Deeds a Notice of Mechanic's Lien (Document # 2016134999) in the amount of \$2,075,731.61 against the leasehold interest of Defendant in the real property and improvements (the "Property") that comprises the Project (the "Lien"). A true and accurate copy of the Lien is attached hereto as **Exhibit A**.

4. On or about January 19, 2017, Plaintiff filed the above-captioned lawsuit to enforce its mechanic's lien.

5. On or about January 20, 2017, Defendant secured a surety bond from Fidelity and Deposit Company of Maryland (the "Surety") in the amount of \$2,225,000.00 (the "Mechanic's Lien Undertaking") (Bond No. 09211769) for the purpose of releasing the Property from the Lien and providing that Defendant and the surety undertake themselves to pay and satisfy any judgment in this action. The original Mechanic's Lien Undertaking is attached hereto as **Exhibit B**.

6. The amount of the Mechanic's Lien Undertaking was agreed to by both Plaintiff and Defendant, and the Parties believe that the amount of the Mechanics' Lien Undertaking is sufficient to satisfy any final judgment that may be entered by this Court.

7. The Mechanic's Lien Undertaking is subject to a final judgment by this Court adjudicating that the Lien is valid and determining the amount for which the Lien would have been enforced against the Property. Such determination to be rendered by the Court following a final hearing on the merits of the Lien.

8. Defendant, in accordance with D.C. Code § 40-303.16, served notice on Plaintiff of Defendant's intent to file the Mechanic's Lien Undertaking with the Court. This notice was

served by email upon Plaintiff's counsel, (b) (6) Esq., Huddles, Jones, Sorteberg & Dachille, P.C., 10211 Wincopin Circle, Suite 200, Columbia, Maryland 21044.

9. D.C. Code § 40-303.18 states, "Decree against sureties..... if the undertaking be approved after suit brought, the said sureties shall ipso facto become parties to the suit, and in either case the decree of the court shall be against the sureties as well as the owner."

10. Pursuant to D.C. Code § 40-303.18, Fidelity and Deposit Company of Maryland therefore is ipso facto a party defendant to this suit and any judgment entered in this case in favor of Plaintiff shall be entered against Fidelity and Deposit Company of Maryland and Defendant.

11. Plaintiff consents to the filing of the proposed Mechanic's Lien Undertaking as evidenced by its attorney's signature below.

WHEREFORE, Defendant with the consent of Plaintiff respectfully requests that the Court enter an Order: (1) granting this request to file the Mechanic's Lien Undertaking with the Court, to be held under control of the Court and to be subject to a final determination of the Court adjudicating the merits of the Lien; (2) releasing the Property from the Lien; (3) ordering that by the Mechanic's Lien Undertaking, Trump Old Post Office LLC and Fidelity and Deposit Company of Maryland undertake themselves to pay and satisfy any judgment in this action and (4) Fidelity and Deposit Company of Maryland is ipso facto a party defendant to this suit and any judgment entered in this case in favor of Plaintiff shall be entered against Fidelity and Deposit Company of Maryland and Trump Old Post Office LLC.

DATED: January 24, 2017

Respectfully Submitted,

SEYFARTH SHAW LLP

(b) (6)

(b) (6) (DC Bar No. 1018545)

975 F Street, NW

Washington, DC 20004

(202) 463-2400 (telephone)

(202) 828-5393 (facsimile)

Attorneys for Petitioner,

TRUMP OLD POST OFFICE, LLC

SEEN AND CONSENTED TO BY:

(b) (6)

(b) (6)

Huddles Jones Sorteberg & Dachille, P.C.

10211 Wincopin Circle, Suite 200

Columbia, Maryland 21044

(410) 720-0072 (telephone)

(410) 720-0329 (facsimile)

Attorneys for Respondent,

AES ELECTRICAL, INC. d/b/a

FREESTATE ELECTRICAL CONSTRUCTION CO.

CERTIFICATE OF SERVICE

I hereby certify that this 24th day of January, 2017, a copy of the foregoing Consent Motion to File a Mechanic's Lien Undertaking and to Add Surety as Party and proposed Order was served upon the following by Email and United States Mail, postage prepaid:

(b) (6)

Huddles Jones Sorteberg & Dachille, P.C.
10211 Wincopin Circle, Suite 200
Columbia, Maryland 21044
(410) 720-0072 (telephone)
(410) 720-0329 (facsimile)

(b) (6)

Jason N. Smith

EXHIBIT A



Government of the
District of Columbia
Office of Tax
and Revenue
Recorder of Deeds
515 D Street, NW
Washington, DC 20001
Phone (202)727-5374

Bond No. 09211769

MECHANIC'S LIEN UNDERTAKING

Square 323, 324 Suffix Lot 802, 804, 808, 809
812, 7000, Mechanic's Lien # 2016134999
7001, 7002
Address 1100 Pennsylvania Ave., N.W., Washington, DC 20004 Recording Date 12/22/2016
Amount of Lien \$ 2,075,731.61
Amount of Bond \$ 2,225,000.00

AES Electrical, Inc. D/B/A Freestate Electrical (Claimant)
Construction Company VS.
Trump Old Post Office LLC (Owner)

The above named Trump Old Post Office LLC, owner, and

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, surety, all of the District of Columbia, appearing and submitting to the Recorder of Deeds hereby undertake for themselves, and each of their heirs, executors, and administrators, or personal representatives, that they will pay and satisfy any judgment that any be recovered in any suit or proceeding that may be instituted in, or to enforce the above-mentioned Mechanic's Lien together with the costs of said proceeding which judgment they agree may be pronounced against all of them.

Witness our hands and seals this 23rd day of January, 2017.

Trump Old Post Office LLC (Seal)

[Signature] (Seal)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND (Seal)

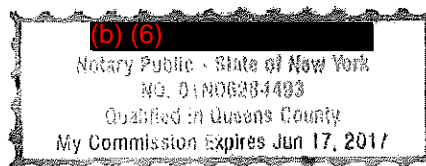
(b) (6) (Seal)
Cynthia Farrell, Attorney in Fact

I, (b) (6), a Notary Public in and for the
County of New York, NY, DO HEREBY CERTIFY THAT
party/ies to this Mechanic's Lien Undertaking bearing date on the 23rd day of
January, 2017, personally appeared before me and executed the
said Mechanic's Lien Undertaking and acknowledge the same to be his/her/their act
and deed.

Given under my hand and seal this the 23rd day of January, 2017.

(b) (6)
Notary Public

My commission expires: 06/17/2017
mm/dd/yyyy



ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF New York)

COUNTY OF New York)

On this 23rd day of January, in the year 2017, before me personally came to me known, who, being by me duly sworn, did depose and say that Donald J. Trump ^{he}/she resides in New York, NY that he/she is the President ^{of} Trump Golf Corp. ^{OFFICE, LLC}, the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said Corporation.

(b) (6)



Notary Public or Commissioner of Deeds

(b) (6)



Notary Public, State of New York
Qualified in Westchester County
Certificate Filed in New York County
No. 02MA6141948
Commission Expires March 6, 2018

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by (b) (6) Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint (b) (6)

(b) (6) all of New York, New York, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 9th day of December, A.D. 2016.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:

(b) (6)

Secretary

(b) (6)

(b) (6)

Vice President

(b) (6)

State of Maryland
County of Baltimore

On this 9th day of December, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified (b) (6) (b) (6) Vice President, and (b) (6) Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

(b) (6)

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019



FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

Statement of Financial Condition As Of December 31, 2015

ASSETS

Bonds	\$ 142,878,497
Stocks	22,315,096
Cash and Short Term Investments	337,835
Reinsurance Recoverable	24,731,651
Other Accounts Receivable	19,935,844
TOTAL ADMITTED ASSETS	\$ 210,198,923

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 46,436
Ceded Reinsurance Premiums Payable	40,456,309
Securities Lending Collateral Liability	0
TOTAL LIABILITIES	\$ 40,502,745
Capital Stock, Paid Up	\$ 5,000,000
Surplus	164,696,178
Surplus as regards Policyholders	169,696,178
TOTAL	\$ 210,198,923

Securities carried at \$57,996,983 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2015 would be \$212,137,795 and surplus as regards policyholders \$171,635,049.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2015.

(b) (6)

Corporate Secretary

State of Illinois

City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2016.

(b) (6)

Notary Public

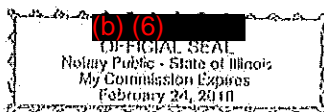


EXHIBIT B



Government of the
District of Columbia
Office of Tax
and Revenue
Recorder of Deeds
1101 4th Street, SW
Washington, DC 20024
Phone (202) 727-5374

NOTICE OF MECHANIC'S LIEN

Date of Notice: mm/dd/yyyy 12/22/2016

The Project is: ☒ Ongoing / ☐ Completed / ☐ Termination

If the Project has been Completed or Terminated,

please provide date of Completion or Termination: mm/dd/yyyy _____

Contractor

Name: AES Electrical, Inc. d/b/a Freestate Electrical Construction Company

and

Contractor's Registered Agent (if applicable)

Name: _____

Contractor's or Contractor's Registered Agent's Mailing Address (please specify which)

Contractor's address: 13335 Mid Atlantic Blvd.

City/State/Zip: Laurel, MD 20708

Party Against Whose Interest a Lien Is Claimed (herein "Owner"):

Name: Trump Old Post Office LLC c/o The Trump Organization

and

Owner's Registered Agent (if applicable):

Name: National Registered Agents Inc.

Owner's or Owner's Registered Agent's Mailing Address (please specify which)

Address of Owner's Registered Agent: 1015 15th St., N.W., Suite 1000

City/State/Zip: Washington, D.C. 20005

! Project means any work or materials provided by a contractor for the erection, construction, improvement, repair of, or addition to any real property at the direction of an owner, or an owner's authorized agent, or the placing of any engine, machinery or other thing therein or in connection therewith so as to become a fixture, though capable of being detached. DC Code Section 40-301.03

Return to:

(b) (6)

Juddles Jones
Sorteberg & Dachille
P.C.
10211 Wincopin Cir.
Suite 200
Columbia, MD 21044

Square 324

Lots 808, 809, 812, 7000, 7001, 7002

Property: Square 323 Suffix _____ Lot(s) 802, 804

Address: 1100 Pennsylvania Avenue, N.W.

Washington, DC 20004

Notice: Notice is hereby given that Contractor indicated above intends to hold a Mechanic's Lien against the interest of the Owner of the Property for the sum of \$2,075,731.61 ("Amount Claimed") after taking into account any credit for payments through the date hereof. This claim is pursuant to a contract for work or materials in the Project:

- ☐ between Owner and the Contractor
☒ between a General Contractor and Contractor which acted as a sub-contractor

* General Contractor is Lend Lease (US) Construction Inc.

Description of the work Done and /or materials Furnished to the Property:

Contractor supplied and/or performed the following (include specific dates of when: 1) work was commenced and completed; and/or 2) materials were furnished, including first and last delivered dates):

Freestate performed electrical work on the property commencing on

September 29, 2014 and is ongoing, pursuant to a subcontract with

Lend Lease (US) Construction Inc.

Certification: The undersigned hereby certifies:

Contractor is:

- ☐ an individual
☐ organized and existing under the laws of the District of Columbia.
☒ organized and existing under the laws of the State of California
and doing business in the District of Columbia.
☐ organized and existing under the laws of the State of _____
and not doing business in the District of Columbia.

Delivery of a Copy of Notice: A copy of this notice will be served within five (5) business days of recordation upon the Owner or the agent of the Owner of the Property by certified mail to the Owner's current address (or, if not available in the public records, to the last known address). I further certify that if the certified mail is returned as unclaimed or undelivered, a copy of this notice will be posted at or on the affected real property at a location generally visible from some entry point to the real property.

Timing of Notice: This notice is being filed during the construction or within 90 days after the earlier of the completion or termination of the Project. I further certify that I understand that I must commence suit to enforce this lien within 180 days from the date of recordation of this notice and that a notice of lis pendens will need to be recorded timely and pursuant to applicable law.

Verification by Contractor, Contractor's Authorized Representative, or Attorney:

I, (b) (6), Executive Vice President, hereby affirm under penalty of perjury and upon my personal knowledge that the contents of this notice are true and correct to the best of my information and belief, that Contractor has the right to recover the Amount Claimed, and that I am:

- ☒ the Contractor
☐ an authorized representative of the Contractor and evidence of my authority to execute this notice on behalf of the contractor is appended hereto.
☐ an attorney representing Contractor and evidence of my authority to execute this notice on behalf of the contractor is appended hereto.

Signature: (b) (6)
Printed Name: (b) (6)
Address: 3335 Mid Atlantic Blvd.
City/State/Zipcode: Laurel, MD 20708
Telephone: (301) 595-0665

State of: Maryland

County of: Prince George's; ss

This instrument was acknowledged before me on this 22nd day of December, 2016

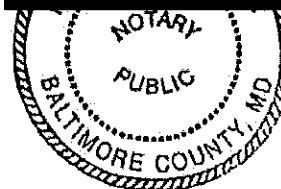
by Tim Miller as Executive Vice President of
(Name) (Title)

AES Electrical, Inc.

(Name of Contractor) d/b/a Freestate Electrical Construction Company

Notary Public

My commission expires: 6/12/2017



Required documents that must be included in this notice:

If Contractor is an entity organized under the laws of the District of Columbia, or is doing business in the District:	Photocopy of current license to do business issued by the D.C. Department of Consumer and Regulatory Affairs Certificate of Good Standing issued within 180 days prior to the date of filing of this notice issued by the D.C. Department of Consumer and Regulatory Affairs. If Project is provided under a home improvement contract, a copy thereof.
If Contractor is an individual or an entity organized under the laws OTHER than the District of Columbia, and is not doing business in the District:	Photocopy of current license to do business in foreign jurisdiction. Certificate of Good Standing issued within 180 days prior to the date of filing of this notice issued by the foreign jurisdiction. If Project is provided under a home improvement contract, a copy of thereof.
If Authorized Representative of Contractor or Attorney is filing this Notice	Letter of Authorization from Contractor

After recording, return to:

Nicole Campbell, Esq., 10211 Wincopin Circle, Suite 200, Columbia, MD 21043

↓ PLEASE CAREFULLY DETACH AT PERFORATION ↓

*** GOVERNMENT
OF THE
DISTRICT OF COLUMBIA

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
OCCUPATIONAL AND PROFESSIONAL LICENSING ADMINISTRATION

BOARD OF INDUSTRIAL TRADES

Verifies that
AES ELECTRICAL, INC.
FREESTATE ELECT. CONTR. CO.
13335 MID ATLANTIC BLVD.
LAUREL MD 20708

has met all requirements prescribed by law and
regulations and is hereby licensed as a(n)

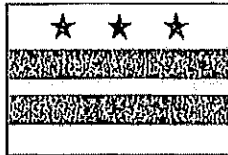
Electrical Contractor
License Number: ECC900306-2
ISSUE DATE: 12/01/2015
EXPIRATION DATE: 11/30/2017

(b) (6)

Director, Department of Consumer and Regulatory Affairs

Initial File #: 210722
Entity Type: For-Profit Corporation

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
CORPORATIONS DIVISION



CERTIFICATE

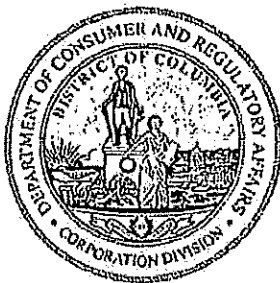
THIS IS TO CERTIFY that all applicable provisions of the District of Columbia Business Organizations Code (Title 29) have been complied with and accordingly, this **CERTIFICATE OF GOOD STANDING** is hereby issued to

AES ELECTRICAL INC.

WE FURTHER CERTIFY that the qualified foreign entity is registered to do business in the District; that all fees, and penalties owed to the District for entity filings collected through the Mayor have been paid and Payment is reflected in the records of the Mayor; The entity's most recent biennial report required by § 29-102.11 has been delivered for filing to the Mayor; and the entity's registration has not been terminated. This office does not have any information about the entity's business practices and financial standing and this certificate shall not be construed as the entity's endorsement.

IN TESTIMONY WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 12/20/2016 12:27 PM

Business and Professional Licensing Administration



(b) (6)

(b) (6)

Superintendent of Corporations
Corporations Division

Muriel Bowser
Mayor

Tracking #: 15reblRi

ADJUDGED AND ORDERED that Defendant be and hereby is permitted to file the attached Mechanic's Lien Undertaking in the amount of \$2,225,000.00 as security for Plaintiff's Notice of Mechanic's Lien filed with the Recorder of Deeds, a copy of which is attached as Exhibit A to the Petition; and it is

FURTHER ORDERED that the attached Mechanic's Lien Undertaking, the original of which is attached as Exhibit B to the Petition, is hereby DEEMED FILED; and it is

FURTHER ORDERED that the Property affected by the Lien shall stand RELEASED from such Lien; and it is

FURTHER ORDERED that the Clerk of the Court shall promptly inform the District of Columbia Recorder of Deeds of the filing of the Mechanic's Lien Undertaking for the purposes of noting such filing among the land records; and it is

FURTHER ORDERED that the Mechanic's Lien Undertaking shall be held under the control of this Court and shall be subject to a final judgment of this Court adjudicating that the Lien is valid and determining the amount for which the Lien would have been enforced against the Property in any suit or action hereafter brought to ascertain the rights of the Plaintiff; and it is

FURTHER ORDERED that in the event that the amount of the Mechanic's Lien Undertaking is deemed to be insufficient to satisfy a final judgment issued by the Court adjudicating the Lien to be valid and determining the amount for which the Lien is enforceable, including costs and interest, then Defendant agrees to provide a supplemental bond for such additional amount or pay such additional amount directly to Plaintiff.

FURTHER ORDERED that Trump Old Post Office LLC and Fidelity and Deposit Company of Maryland undertake themselves to pay and satisfy any judgment in this action.

FURTHER ORDERED that Fidelity and Deposit Company of Maryland is ipso facto a party defendant to this suit and any judgment entered in this case in favor of Plaintiff shall be entered against Fidelity and Deposit Company of Maryland and Trump Old Post Office LLC.

ENTERED this _____ day of _____, 2017.

Judge, Superior Court for the District of Columbia

**IN THE SUPERIOR COURT
FOR THE DISTRICT OF COLUMBIA
Civil Division**

AES ELECTRICAL d/b/a)	
FREESTATE ELECTRICAL)	
CONSTRUCTION COMPANY,)	
)	
Plaintiff,)	Case No. 2017 CA 000369 R(RP)
)	Judge Elizabeth C. Wingo
v.)	Civil Calendar 14
)	
TRUMP OLD POST OFFICE LLC, <i>et al.</i> ,)	
)	
Defendants.)	
)	

ORDER

The matter comes before the Court on the Consent Motion to File Mechanic's Lien Undertaking and to Add Surety as Party (the "Motion") filed by Trump Old Post Office LLC ("Defendant") with the consent of AES Electrical, Inc. d/b/a Freestate Electrical Construction Company ("Plaintiff"), pursuant to D.C. Code § 40-303.16 and § 40-303.18, to post a surety bond (the "Mechanic's Lien Undertaking") as security to release the property from the Notice of Mechanic's Lien (the "Lien") filed by Plaintiff; providing that Defendant and the surety undertake themselves to pay and satisfy any judgment in this action; and to add Fidelity and Deposit Company of Maryland as a party defendant, as described in the Consent Motion.

IT APPEARING TO THE COURT that the filing of the foregoing Mechanic's Lien Undertaking is authorized by statute, will act as security in lieu of the Property that is the subject of the Lien, and will not prejudice Plaintiff as evidenced by counsel's signature on the Consent Motion, it is this the 30th day of January, 2017 hereby:

ADJUDGED AND ORDERED that Defendant be and hereby is permitted to file the attached Mechanic's Lien Undertaking in the amount of \$2,225,000.00 as security for Plaintiff's

Notice of Mechanic's Lien filed with the Recorder of Deeds, a copy of which is attached as Exhibit A to the Petition; and it is

FURTHER ORDERED that the original Mechanic's Lien Undertaking shall be filed with the Civil Clerk's Office within 10 days of the date of this Order; and it is

FURTHER ORDERED that the Property affected by the Lien shall stand RELEASED from such Lien upon the filing of the original Mechanic's Lien Undertaking with the Civil Clerk's Office; and it is

FURTHER ORDERED that Defendant shall promptly inform the District of Columbia Recorder of Deeds of the filing of the Mechanic's Lien Undertaking for the purposes of noting such filing among the land records; and it is

FURTHER ORDERED that the Mechanic's Lien Undertaking shall be held under the control of this Court and shall be subject to a final judgment of this Court adjudicating that the Lien is valid and determining the amount for which the Lien would have been enforced against the Property in any suit or action hereafter brought to ascertain the rights of the Plaintiff; and it is

FURTHER ORDERED that in the event that the amount of the Mechanic's Lien Undertaking is deemed to be insufficient to satisfy a final judgment issued by the Court adjudicating the Lien to be valid and determining the amount for which the Lien is enforceable, including costs and interest, then Defendant agrees to provide a supplemental bond for such additional amount or pay such additional amount directly to Plaintiff; and it is

FURTHER ORDERED that Trump Old Post Office LLC and Fidelity and Deposit Company of Maryland undertake themselves to pay and satisfy any judgment in this action; and it is

FURTHER ORDERED that Fidelity and Deposit Company of Maryland is ipso facto a party defendant to this suit and any judgment entered in this case in favor of Plaintiff shall be entered against Fidelity and Deposit Company of Maryland and Trump Old Post Office LLC.

SO ORDERED.

(b) (6)

Judge, Superior Court for the District of Columbia

Copies via CaseFileXpress to:

(b) (6)
Counsel for Trump Old Post Office, LLC

(b) (6)
*Counsel for AES Electrical, Inc., d/b/a
Freestate Electrical Construction Co.*

Copies by U.S. Mail to:

Fidelity and Deposit Company of Maryland
600 Red Brook Blvd., Suite 600
Owings Mills, MD 21117
Surety

Lend Lease (US) Construction, Inc.
c/o The Corporation Trust Incorporated, Registered Agent
351 West Camden Street
Baltimore, MD 21201

A&D Construction of Virginia LLC
c/o (b) (6) Registered Agent
101 Wrightwood Place
Sterling, VA 20164

Joseph J. Magnolia, Inc.
c/o TRAC – The Registered Agent Company, Registered Agent
1090 Vermont Avenue, NW, Suite 910
Washington, DC 20005